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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: BILQUES EBRAHIM, Debtor.	Chapter 7 Case No. 17-12613 (SLM) Honorable Stacey L. Meisel
TOWNE AUTO SALES, INC., Plaintiff, v. BILQUES EBRAHIM, SOHAIL MALIK SALEEM, DYNAMIC AUTO GROUP, INC., NEW JERSEY MOTOR VEHICLE COMMISSION, CREDIT ACCEPTANCE CORPORATION, AND JOHN DOES 1-14, Defendants.	Adv. Pro. No. 17-

VERIFIED ADVERSARY COMPLAINT SEEKING INJUNCTIVE RELIEF (1) ENJOINING DEFENDANT NEW JERSEY MOTOR VEHICLE COMMISSION FROM ISSUING NEW CERTIFICATES OF TITLES; (2) ENJOINING DEFENDANTS FROM TAKING ANY OR ALL ACTION TO TRANSFER CERTIFICATES OF TITLE; (3) TURNOVER OF VEHICLES FRAUDULENTLY SOLD TO END USERS BY DEBTOR BILQUES EBRAHIM AND DEFENDANTS DYNAMIC AUTO GROUP, INC., AND SOHAIL MALIK SALEEM; AND (4) FREEZING CERTAIN POOL MONIES HELD BY DEFENDANT CREDIT ACCEPTANCE CORPORATION AND COMPELLING IT TO ASSIST IN RETRIEVAL OF VEHICLES

Plaintiff, Towne Auto Sales, Inc. ("Towne Auto" or "Plaintiff"), by and through its undersigned counsel, Trenk, DiPasquale, Della Fera and Sodono, P.C., by way of Verified Complaint against defendants debtor Bilques Ebrahim ("Debtor"), Sohail Malik Saleem ("Defendant Saleem"), Dynamic Auto Group, Inc. ("Dynamic Auto Group"), (collectively, the "Dynamic Defendants"), New Jersey Motor Vehicle Commission ("NJMVC"), Credit Acceptance Corporation ("Credit Acceptance"), and certain end user consumers identified as John Does 1-14 (collectively referred herein as the "Defendants"), hereby states and alleges as follows:

JURISDICTION AND VENUE

1. On February 10, 2017, Bilques Ebrahim (the "Debtor") filed a voluntary petition ("Petition") under chapter 7 of title 11 of the United States Bankruptcy Code. (Docket No. 1.) According to the Debtor's Petition, Schedule B, Part 4, Question 19 of the Debtor's bankruptcy petition, she is the 100% owner of Dynamic Auto Group. Such ownership is an asset and property of the Bankruptcy Estate pursuant to 11 U.S.C. § 541.

2. This is an Adversary Proceeding as defined by Fed. R. Bankr. P. 7001, and a "core proceeding" pursuant to 28 U.S.C. § 157(b)(2)(A), (E), (H), (K), and (O).[1]

3. The Bankruptcy Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 157 and 1334 and Fed. R. Bankr. P. 7001(1), (6), (7), and (8).

4. The Court has supplemental jurisdiction over Plaintiff's pendent state law claims pursuant to 28 U.S.C. § 1367.[2]

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[1] The Plaintiff is reserving its rights to amend or supplement its Complaint based on information obtained through discovery as well as to bring an action to deny the Debtor a discharge under 11 U.S.C. § § 523 and/or 727.

[2] 28 U.S.C. § 1367 (authorizing a district court to exercise supplemental jurisdiction over all claims related to claims in civil action over which court has original jurisdiction); State of Montana v. Goldin (In re Pegasus Gold Corp.), 296 B.R. 227, 238-39 (D. Nev. 2003) ("A bankruptcy court can exert supplemental jurisdiction pursuant to [28 U.S.C.] § 1367 over even tenuously associated state law claims when its subject matter jurisdiction over the federal claims stems from 'related to' jurisdiction."); Greiner v. Columbia Gas Transmission Corp., 41 F.Supp.2d 625, 627 n.4 (S.D. W. Va. 1999) ("[Even] [i]f the 'related to' claim is dismissed, the Court has discretion whether to exercise jurisdiction over the remaining claims.").

5. Venue in this matter is properly before this Court by virtue of 28 U.S.C. § 1409(a), as this is a proceeding arising under Title 11 of the United States Code (the "Bankruptcy Code").

PRELIMINARY STATEMENT

The Dynamic Defendants orchestrated a fraud upon Towne Auto and certain consumer end users by selling certain vehicles Dynamic Auto Group did not own. Such sales were illegal in so far as Towne Auto, not Dynamic Auto Group, holds title to the vehicles. The Dynamic Defendants fraudulently sold vehicles owned by Towne Auto. The Dynamic Defendants must turnover the Converted Vehicles (defined herein) or the proceeds of sales derived from such sales to Towne Auto. In addition, the New Jersey Motor Vehicle Commission ("NJMVC") advised Towne Auto that it would reissue new certificates of titles to the end user consumers in possession of the Converted Vehicles (defined herein) even though such Converted Vehicles are owned by Towne Auto. NJMVC must be enjoined from doing so. John Wagner, the president and 100% owner of Towne Auto, also has a lien on the Converted Vehicles. Moreover, Credit Acceptance holds certain "pool" monies for the benefit of the Dynamic Defendants and such funds must be frozen and it must be compelled to assist in the retrieval of the Converted Vehicles. Finally, end users must be estopped from taking any action to obtain replacement titles for vehicles they unfortunately do not own.

PARTIES

6. Plaintiff, Towne Auto is located at 320 Kearny Avenue, Kearny, New Jersey 07032. Towne Auto buys cars at wholesale from car dealerships and resells them to a third party. John Wagner is the president and 100% owner of Towne Auto. Nick Macrina is the sales manager for Towne Auto. Messrs. Wagner and Marcina are fully familiar with the facts set forth herein.

7. Defendant Bilques Ebrahim is an individual who resides at 11 Vista Drive, Boonton, New Jersey 07005 and is the Debtor in the above referenced matter. According to the Debtor's Petition, Schedule B, Part 4, Question 19 of the Debtor's bankruptcy petition, Debtor is the 100% owner of "Defendant Dynamic Auto Group, Inc." Thus, Debtor's ownership of "Dynamic Auto Group, Inc." is an asset and property of the bankruptcy estate under 11 U.S.C. § 541.

8. Defendant Saleem is the husband of Defendant Ebrahim. Upon information and belief, Defendant Saleem is the de facto and perhaps de jure joint owner of Dynamic Auto Group along with Debtor. He runs the day-to-day business operations of Dynamic Auto Group, signs checks on behalf of the Dynamic Auto Group, and/or fraudulently signs checks on behalf of Debtor.

9. Dynamic Auto Group is a used car company located at 408 Broadway, Newark, New Jersey 07104. It sells vehicles to end user consumers (referred to in the Complaint as John Does 1-14).

10. NJMVC is the governmental agency responsible for titling, registering, and inspecting automobiles and licensing drivers in New Jersey. Upon information and belief, the NJMVC indicated it would issue new certificates to titles to the Converted Vehicles (defined herein) that were fraudulently sold by the Dynamic Defendants to end users.

11. Credit Acceptance is an auto finance company that provides automobile loans and other related financial products. Upon information and belief, Credit Acceptance is located at 25505 W. 12 Mile Road, Southfield, Michigan 48034-1846 and does business in the State of New Jersey. Credit Acceptance financed three vehicles that consumers acquired from Dynamic Auto Group (that were owned and titled in Towne Auto's name), namely a (i) 2011 BMW 528; (ii) 2009

MB GL Wagon; and (iii) 2006 Lexus RX Wagon (the "Credit Acceptance Converted Vehicles"). The Credit Acceptance Converted Vehicles were fraudulently sold to end users without payment to Towne Auto. Towne Auto still holds title.

12. John Does 1-14 represent certain end users that purchased vehicles from Dynamic Auto Group. Such purchases are invalid because Towne Auto retains title and has not been paid.

BACKGROUND

13. Towne Auto is in the wholesale business of purchasing vehicles from car dealerships, such as Ray Catena, and then resells the vehicles to used car dealers. See Certification of John Wagner ("Wagner Cert.") at ¶ 3 in support of the Order to Show Cause. Dynamic Auto Group was one of those car dealers.

14. About one and a half years ago, Towne Auto commenced business with Defendants Dynamic Auto Group, Debtor, and Defendant Saleem. Dynamic Auto Group purchased approximately seventy-five (75) vehicles from Towne Auto. Defendant Saleem represented himself as the operator of day-to-day affairs of Dynamic Auto Group although Debtor was the owner. Id. at ¶ 4.

15. The ordinary course of business between the Dynamic Defendants and Towne Auto consisted of the Dynamic Defendants identifying to Towne Auto which vehicles it desired to acquire from Towne Auto. Once identified, Towne Auto would deliver the vehicles to the Dynamic Defendants' place of business at 408 Broadway, Newark, NJ 07104. Towne Auto would then issue Dynamic Auto Group an invoice for the vehicle. Dynamic Auto Group tendered a check to Towne Auto. Once the funds cleared, Towne Auto would issue the certificate of title to Dynamic Auto Group. Title, and thus ownership, remain with Towne Auto until paid in full and title is turned over. The Dynamic Defendants would often sell vehicles to certain end users and

once the Dynamic Defendants paid Towne Auto for the vehicles, the titles would be transferred. The titles, and thus ownership of the vehicles remained with Towne Auto until the Dynamic Defendants paid for the vehicles. Ownership does not pass until such vehicles are paid for in full and title is released. Then and only then was title transferred to the vehicles. Often, until the vehicles are paid for, a temporary license plate is issued to the end user with the caveat that Dynamic Auto Group must pay for and clear the title of the vehicles it acquired. Id. at ¶ 5.

16. Towne Auto primarily dealt with Defendant Saleem on behalf of Dynamic Auto Group. Defendant Saleem told Mr. Macrina that his wife, the Debtor, signs the checks for Dynamic Auto Group to purchase the vehicles from Towne Auto. See Certification of Nick Macrina ("Macrina Cert.") at ¶ 3 in support of the Order to Show Cause.

17. Since on or about October 2016, Towne Auto transferred fourteen (14) vehicles (the "Converted Vehicles")[3] to Dynamic Auto Group. Towne Auto typically transacted business with Defendant Saleem on behalf of Dynamic Auto Group, Debtor's wholly owned company. Id. at ¶ 4.

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[3] The Converted Vehicles consist of the following fourteen (14) vehicles:

- 2011 BMW 528 ID # WBAFR 1C52B C2607 97;
- 2009 MB GL Wagon ID # 4JGBF 71E89 A4581 86;
- 2009 MAZ CX7 WAGON ID # JM3ER 29L49 02225 65;
- 2003 LEX RX3 WAGON ID # JTJHF 10093 03076 46;
- 2010 INF G37 ID # JN1CV 6AR2A M4563 21;
- 2006 HON CRV WAGON ID # JHLRD 78916 C0122 24;
- 2006 NIS ALT ID # 1N4AL 11D96 N4019 10;
- 2006 NIS ALT ID # 1N4AL 11D76 N4152 69;
- 2008 HON ACC ID # 1HGCP 26818 A1379 12;
- 2009 LEX IS2 ID # JTHCK 26269 50279 11;
- 2006 LR RR WAGON ID # SALMF 15416 A2240 83;
- 2006 BMW 530 ID # WBANK 73536 CU192 91;
- 2010 MIN COO ID # WMWMF 3C57A TU765 12; and
- 2006 LEX RX ID # 2T2HA 31U96 C0989 92

18. Dynamic Defendants and Defendant Saleem would resell the Converted Vehicles they purchased from Towne Auto before Dynamic Auto Group had title and misrepresented, by their actions or inaction, to end users that Dynamic Auto Group had title. Id. at ¶ 5.

19. Upon information and belief, Defendant Dynamic Auto Group would resell the Converted Vehicles it purchased from Towne Auto before Dynamic Auto Group had title. Whether Dynamic Auto Group and/or Debtor and/or Defendant Saleem represented to consumers it had clear title is not known at this time. It is assumed that Debtor, Defendant Saleem, and Defendant Dynamic Auto Group perpetrated a fraud upon the end-user consumers and did not tell them they do not have title. See Wagner Cert, at ¶ 6.

20. Defendants Debtor, Dynamic Auto Group, and/or Defendant Saleem, and/or Defendant Debtor entered into a transaction whereby it "acquired" the Converted Vehicles from Towne Auto. Upon information and belief, the Converted Vehicles were temporarily conveyed to end-users (although title was held by Towne Auto pending payoff). The Converted Vehicles conveyed to the Dynamic Defendants had a collective invoice amount of $93,800. Attached as Exhibit A to the Wagner Cert is a copy of the titles for the Converted Vehicles and other documents showing titles and amounts owed. Towne Auto maintains the original titles in the ordinary course of Towne Auto's business. Upon information and belief, end users (John Does 1-14) paid Defendant Dynamic Auto Group. The proceeds from eleven (11) of those vehicles were supposed to be paid directly by Dynamic Auto Group to Towne Auto. The remaining three (3) vehicles, namely a (i) 2011 BMW 528; (ii) 2009 MB GL Wagon; and (iii) 2006 Lexus RX Wagon (collectively, the "Credit Acceptance Converted Vehicles") were financed by the consumers through Credit Acceptance Corporation. Credit Acceptance would pay the funds to Dynamic Auto Group and in turn Dynamic Auto Group was supposed to pay Towne Auto. Id. at ¶ 7.

21. Towne Auto holds the title and is the owner of all fourteen (14) Converted Vehicles. It appears that the Defendants defrauded the end users by claiming it had good title when it did not. Id. at ¶ 8.

22. Mr. Wagner is also a lien holder on the Converted Vehicles. In fact, the NJMVC issued certificates of titles for the Converted Vehicles declaring Mr. Wagner as the first lien holder Id. at ¶ 9. A copy of the certificates of titles for the Converted Vehicles are attached to the Wagner Cert., Exhibit A.

23. Defendants Dynamic Auto Group and Saleem said that Dynamic Auto Group wanted to do a "personal floor plan," meaning Dynamic Auto Group would be a "title attached buyer." In essence, Defendant Dynamic Auto Group was seeking to eliminate NextGear, which was an automobile lender that charged high fees. See Macrina Cert. at ¶ 6.

24. Towne Auto would deliver the vehicle to Defendant Dynamic Auto Group and in turn Dynamic Auto Group would provide Towne Auto with a check. Another excuse by Defendant Saleem was that he told me he was in "Dubai" and would settle payment upon returning. Payment was never made. Id. at ¶ 7. Towne Auto would never turn over the title until it was paid.

25. In addition, Dynamic Auto Group had its consumers finance vehicles through Credit Acceptance. Credit Acceptance would wire monies to Dynamic Auto Group and then Dynamic Auto Group was supposed to tender the monies to Towne Auto. Upon information and belief, Credit Acceptance funded the purchase of certain vehicles without titles being turned over. Towne Auto never received payment for the purchase of the Credit Acceptance Converted Vehicles that Credit Acceptance financed. Id. at ¶ 8.

26. Mr. Macrina spoke to Enrico Ruotolo of Credit Acceptance to discuss Credit Acceptance's failure to send funds directly to Towne Auto. Mr. Ruotolo indicated that Credit

Acceptance would unwind or reverse the deals related to the Credit Acceptance Converted Vehicles. Obviously, Credit Acceptance realized its mistake. As of today, Credit Acceptance has not successfully returned the vehicles or funds to Towne Auto. Id. at ¶ 9.

27. Upon information and belief, Credit Acceptance "pools" monies that are allotted to Dynamic Auto Group based on the number of cars it finances. Upon information and belief, such funds are being held by Credit Acceptance for the benefit of Dynamic Auto Group. Id. at ¶ 10.

28. Mr. Wagner spoke with George Kinczel of the NJMVC. Mr. Kinczel stated that the NJMVC would issue new certificates of titles to the Converted Vehicles to end users notwithstanding Towne Auto's ownership of the Converted Vehicles. See Wagner Cert. at ¶ 10.

29. On March 6, 2017, Mr. Wagner reported the conversion to the Kearny Police Department ("KPD"). On March 7, 2017, Detective Neil Nelson of the KPD interviewed Mr. Nick Macrina, sales manager of Towne Auto. The KPD is actively investigating the conversion. Id. at ¶ 11.

COUNT ONE
(Injunctive Relief as to all Defendants)

30. Plaintiff repeats and realleges the allegations set forth above as if set forth at length herein.

31. The facts enumerated herein and the documents and exhibits annexed are not materially disputed, and, thus, no issues of fact exist in this matter.

32. Based upon the facts set forth above, the equities weigh overwhelmingly in Plaintiff's favor of Plaintiff's request for injunctive relief enjoining NJMVC from transferring titles to the ends users of the Converted Vehicles.

33. Plaintiff is also seeking a turnover of the Converted Vehicles (as defined in the Memorandum of Law in Support of the Order to Show Cause) or any pleadings defined therein.

Towne Auto remains the owner of the Converted Vehicles. The Dynamic Defendants failed to provide payment to Towne Auto and fraudulently sold the Converted Vehicles to end users and thus has interfered with Plaintiff's rights. Any claim by end users are against Dynamic Auto Group, for, among other things, fraud.

34. Without an injunction, Towne Auto will be irreparably harmed. Towne Auto is the rightful owner of the Converted Vehicles.

35. As to Defendants other than Debtor, Plaintiff seeks an injunction to prohibit any Defendant from taking any and all action to transfer title to the Converted Vehicles.

36. As to Credit Acceptance, it holds certain "pool" monies on behalf of Dynamic Auto Group and should be enjoined from transferring any funds.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) temporarily, preliminarily, and permanently injunction enjoining defendant New Jersey Motor Vehicle Commission from issuing new certificates of titles;

(b) enjoining any Defendant from taking any and all action to transfer title;

(c) freezing the pool monies held by defendant Credit Acceptance Corporation and compelling it to assist in retrieval of the vehicles; and

(d) granting such other and further relief as the Court deems just and equitable.

COUNT TWO
(Turnover as to Defendants Debtor, Saleem, Dynamic Auto Group, Inc., Credit Acceptance Corporation, and John Does 1-14)

37. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth at length herein.

38. Plaintiff is the legal owner of the Converted Vehicles.

39. No Defendant has paid Towne Auto for the Converted Vehicles. Towne Auto holds title to the Converted Vehicles. Mr. Wagner is a lien holder as evidence by the certificates of titles.

40. Upon information and belief, John Does 1-14 and Credit Acceptance paid Dynamic Auto for the Converted Vehicles but such funds were not turned over to Towne Auto.

41. According to Debtor's Petition, she is the 100% of Dynamic Auto Group. Pursuant to the Bankruptcy Code, 11 U.S.C. § 541, such ownership is an asset and property of the Debtor's bankruptcy estate. As such, Debtor or other Defendants may be in possession of the monies received from end users for the Converted Vehicles. Defendants are wrongfully in possession of the funds belonging to Towne Auto.

42. Pursuant to the Bankruptcy Code, 11 U.S.C. § 541, ownership of Dynamic Auto Group's stock is property of the Debtor's bankruptcy estate.

43. Credit Acceptance financed the purchase of three vehicles for consumers and benefitted thereby. Towne Auto was never provided payment for the Converted Vehicles. As such, Credit Acceptance must be compelled to assist in the turnover of the Credit Acceptance Converted Vehicles.

44. John Does 1-14, as end consumers, are in possession of the Converted Vehicles notwithstanding that Towne Auto is the owner. John Does 1-14 must turnover the Converted Vehicles.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) compelling John Does 1-14 turnover of Converted Vehicles to Towne Auto;

(b) compelling any Defendant to turnover any funds derived from sale of the Converted Vehicles;

(c) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(d) granting Plaintiff's attorneys' fees, costs of suit; and

(e) granting such other and further relief as the Court deems just and equitable.

COUNT THREE
(Conversion as to Defendants Debtor, Dynamic Auto Group, Inc., and Saleem)

45. Plaintiff repeats and realleges the allegations set forth above as if set forth at length herein.

46. Dynamic Defendants wrongfully exerted control of the Converted Vehicles sales proceeds notwithstanding Towne Auto is the owner. If and only if Towne Auto is paid the sales proceeds shall it be required to release the titles.

47. Defendants exerted control of and converted Towne Auto's assets.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a)granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

COUNT FOUR
(Unjust Enrichment as to Defendants Debtor, Dynamic Auto Group, Inc., and Saleem)

48. Plaintiff repeats and realleges the allegations set forth above as if set forth at length herein.

49. Dynamic Defendants have been paid thousands of dollars by fraudulently selling the Converted Vehicles to end users and failing to turn over the funds to Towne Auto.

50. Plaintiff is the legal owner of the Converted Vehicles and the proceeds. Thus, Dynamic Defendants have been unjustly enriched.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) entering judgment in favor of Plaintiff and against Dynamic Defendants;

(b) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(c) granting Plaintiff's attorneys' fees, costs of suit; and

(d) granting such other and further relief as the Court deems just and equitable.

COUNT FIVE
(Tortious Interference with Prospective Economic Advantage as to as to Defendants Debtor, Dynamic Auto Group, Inc., and Saleem)

51. Plaintiff repeats and realleges the allegations set forth above as if set forth at length herein.

52. Plaintiff had a reasonable expectation of economic advantage in securing the Converted Vehicles' proceeds, which is necessary for their business to operate effectively. Plaintiff reasonably expected, absent being defrauded, that it would have received the economic value of the Converted Vehicles or at least still retain ownership of the Converted Vehicles or proceeds derived therefrom if the Dynamic Defendants did not defraud them.

53. Through the aforesaid unlawful and malicious conduct, Defendants have intentionally and maliciously interfered with Plaintiff's prospective economic advantage.

54. As a result of the foregoing, Plaintiff has been damaged and/or irreparably harmed.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

COUNT SIX
(Fraudulent Misrepresentation as to Defendants Debtor, Dynamic Auto Group, Inc., and Saleem)

55. Plaintiff repeats and realleges the allegations set forth above as if set forth at length herein.

56. Defendants made fraudulent representations to Plaintiff that Plaintiff would be paid when the Converted Vehicles were sold.

57. Dynamic Auto Group made fraudulent representations to Plaintiff that the Converted Vehicles were sold and payments were forthcoming.

58. Plaintiff relied on Defendants' fraudulent representations in deciding to provide Defendants with the Converted Vehicles.

59. As a result of the foregoing, Plaintiff has been damaged and/or irreparably harmed.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

COUNT SEVEN
(Negligent Misrepresentation as to as to Defendants Debtor, Dynamic Auto Group, Inc., and Saleem)

60. Plaintiff repeats and realleges the allegations set forth above as if set forth at length herein.

61. Defendants made negligent representations to Plaintiff that Plaintiff would be paid when the Converted Vehicles were sold.

62. Dynamic Auto Group made negligent representations to Plaintiff that the Converted Vehicles were sold and payments were forthcoming.

63. Plaintiff relied on Defendants' negligent representations in deciding to provide Defendants with the Converted Vehicles and Credit Acceptance Converted Vehicles.

64. As a result of the foregoing, Plaintiff has been damaged and/or irreparably harmed.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

COUNT EIGHT
(Promissory Estoppel as to as to Defendants Debtor, Dynamic Auto Group, Inc., and Saleem)

65. Plaintiff repeats and realleges the allegations set forth above as if set forth at length herein.

66. At all times relevant herein, Plaintiff and Defendants Debtor, Saleem, and Dynamic Auto Group had business relationship.

67. Plaintiff promised to sell Dynamic Auto Group the Converted Vehicles in turn for payment. Dynamic Auto Group failed to provide payment for the Converted Vehicles even though Dynamic Auto Group paid for the Converted Vehicles.

68. Plaintiff relied on Defendants' promises to its detriment when Defendants failed to tender payment. Plaintiff upheld its promises to Defendants by providing the Converted Vehicles and the Credit Acceptance Converted Vehicles.

69. Plaintiff's reliance was reasonable and foreseeable because Defendants knew that they were receiving the vehicles without tendering payment and that Plaintiff would be harmed if it did not receive payment for the vehicles.

70. As a result of the foregoing, Plaintiff has been damaged and/or irreparably harmed.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

COUNT NINE
(Breach of Contract as to as to Defendants Debtor, Dynamic Auto Group, Inc., and Saleem)

71. Plaintiff repeats and realleges the allegations set forth above as if set forth at length herein.

72. Plaintiff and Dynamic Defendants, in a typical business relationship, have entered into an agreement regarding the payment of the Converted Vehicles. Defendants fraudulently sold the Converted Vehicles while Plaintiff was and remains the owner.

73. The Plaintiff and Dynamic Defendants each gave mutual assent to the relationship.

74. The Dynamic Defendants owed a duty to Plaintiff. That duty to Plaintiff was breached when the Dynamic Defendants fraudulently sold the Converted Vehicles and failed to pay Towne Auto. As a result of the fraud, Plaintiff was damaged.

75. The Dynamic Defendants are in breach of the contract.

76. As a result of the foregoing, Plaintiff has and will continue to sustain substantial damages and imminent and irreparable harm.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

COUNT TEN
(Breach of the Implied Covenant of Good Faith and Fair Dealing as to Defendants Debtor, Saleem, Dynamic Auto Group, Inc., and Credit Acceptance Corporation)

77. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth at length herein.

78. Every contract in the State of New Jersey contains implied covenants of good faith and fair dealing.

79. Pursuant to the contract between the parties, the Defendants have an affirmative duty to act with good faith and fair dealing with respect to their relationship and dealings with Plaintiff.

80. The Dynamic Defendants have breached the covenants of good faith and fair dealing by their failure to pay for the Converted Vehicles.

81. As a result of the foregoing, Plaintiff has sustained substantial damages.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

COUNT ELEVEN
(Tortious Interference as to as to Defendants Debtor, Dynamic Auto Group, Inc., Saleem and New Jersey Motor Vehicle Commission)

82. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth at length herein.

83. Defendants improperly obtained the Converted Vehicles based on misrepresentations. The Vehicles are owned by Plaintiff. The Dynamic Defendants never paid for the Converted Vehicles.

84. NJMVC has indicated to Plaintiff that it will issue new certificates of titles to the Converted Vehicles notwithstanding that Plaintiff is the owner. If such action is taken, NJDMV will be tortuously interfering with Plaintiff's business and legal assets.

85. Through the aforesaid unlawful and malicious conduct, Defendants Debtor, Saleem, and Dynamic Auto Group have intentionally and maliciously interfered and harmed Plaintiff's business.

86. As a result of the above, Plaintiff has been harmed.

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

COUNT TWELVE
(Attorneys' Fees as to all Defendants)

87. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth at length herein.

88. Plaintiff incurred significant legal expenses in order to pursue the within claims against Defendants.

89. Plaintiff is entitled to reasonable attorneys' fees pursuant to Federal Rule of Bankruptcy Procedure 7054(b).

WHEREFORE, Plaintiff respectfully requests the Court enter an Order:

(a) granting Plaintiff's compensatory, incidental, consequential and punitive damages;

(b) granting Plaintiff's attorneys' fees, costs of suit; and

(c) granting such other and further relief as the Court deems just and equitable.

RESERVATION OF RIGHTS

The Plaintiff respectfully reserves the right to amend, modify or supplement this Verified Complaint.

TRENK, DiPASQUALE,
DELLA FERA & SODONO, P.C.
Attorneys for Plaintiff

Dated: March 9, 2017

By: */s/ Anthony Sodono, III*
ANTHONY SODONO, III

VERIFICATION PURSUANT TO 28 U.S.C. § 1746

JOHN WAGNER, being of full age, hereby certifies as follows:

1. I am the President of Towne Auto Sales, Inc. and the Plaintiff in this matter.

2. I am authorized to make this verification on its behalf.

3. I have read the allegations contained in the Verified Complaint, and the facts and circumstances set forth therein are true to the best of my knowledge, except where noted as on information and belief, as to which I believe them to be true.

3. I declare under penalty of perjury that the foregoing is true and correct.

DATED: March 8, 2017

/s/ John Wagner
JOHN WAGNER

4824-3828-3589, v. 1